

A Checklist for Reviewing Publisher Copyright Agreements

When you finally receive the contract for your work to be published, you just want to sign it and send it back. However, as a researcher and creator, you owe it to yourself to understand what your copyrights are and what you might be giving up when you sign the publisher's contract.

At the time you create a work of scholarship or creativity, you simultaneously become its copyright owner. As the copyright owner you are granted the following exclusive rights under the U.S. Copyright Law: right to reproduce the work; right to perform or display your work; right to distribute the work; and the right to prepare derivative works.

Use the checklist below to document the status of the copyright on your published work. Always keep a copy of your contract with the post-print version of your work (version of your work after reviewing and editing changes have been made).

- 1. Many publishers will want you to assign your copyright to them in exchange for publishing your work. Look for a transfer or assignment of copyright agreement. Does the agreement require you to grant to the publisher "exclusive" rights or all rights?**

_____ Yes, this means that you, as author/creator, retain NO rights to distribute, reproduce, publicly perform, publicly display, or use your work in future publications without the permission of the publisher/producer.

_____ No, determine which "non-exclusive" rights you retain

- 2. Continue reading the contract. After asking you to transfer all copyright to them, more and more publishers are granting authors the rights to use their work in specific ways. Determine what rights are granted to you, and for what version and format.**

a. Rights

_____ Right to archive electronically in the university's institutional repository (IPFW's is *Opus*)

_____ Right to transmit, print and share copies with colleagues

_____ Right to reuse in other publications (check for amount that can be reused)

_____ Right to include in teaching or training such as course packs, e-reserves, presentations at conferences, or distance learning (check for restrictions)

_____ Right to be identified as the author (**Note:** this is basic and should be in **all** contracts)

b. Version

_____ *Pre-print (original submitted version before reviewing and editing)*

[**Note:** Often granted, least desirable, but better than nothing]

____ If you transferred your copyright prior to January 1, 1978: a) termination must occur between 56-61 years after copyright is secured; b) termination must occur within a 5 year period or the reversion right is forfeited; c)

termination notice must be served on copyright holder no later than 2 years before time expires and up to 10 years before beginning of 5 year period.

Example: If the work was published in 1944, then the termination window is 2009-2014. The notice must be submitted no later than 2012 and no earlier than 1999.

Still confused? Contact Cheryl Truesdell, Dean, IPFW Helmke Library, truesdel@ipfw.edu or 260-481-6506